

82-1587

Supreme Court, U.S.
FILED
Sep [redacted] 20 1982

NO.
IN THE

Alexander L. Stevens, Clerk

Supreme Court of the United States

October Term, 1982

GEORGE C. CHRISTIAN,

Petitioner,

vs.

**COMMONWEALTH OF MASSACHUSETTS,
JUSTICES OF ITS FULL SUPREME JUDICIAL
COURT, JUSTICES OF ITS SUPERIOR COURT
SITTING IN AND FOR ITS COUNTY OF
FRANKLIN, SANFORD KEEDY, JUDGE OF ITS
PROBATE COURT OF SAID COUNTY OF
FRANKLIN, DAVID J. GIARD, JR., AN OFFICER
OF ITS COURTS, AND LAWRENCE GIARD,
CITIZEN OF SAID COMMONWEALTH,**

Respondents

**PETITION FOR A WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE FIRST CIRCUIT**

George C. Christian, Petitioner
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Shelburne Falls, MA 01370
(413) 625-6632

QUESTIONS PRESENTED

1. Whether the right of a citizen who is not a member of the bar to prosecute his own case in a civil action where all of the courts are dominated and controlled by lawyers who are all members of the bar should not be stricken as unconstitutional on the grounds that equal treatment under such conditions is a practical impossibility.
2. Whether the lawyers have not already reduced the right of a citizen to prosecute his own case in a civil action to a hollow procedural right that serves only to give the empty ceremony the appearance of legality.
3. Whether the domination of courts by lawyers in civil actions does not itself create a conspiracy when it acts out of self-interest to prevent fair and equal treatment as against the citizen who prosecutes his own civil action.
4. Whether the First Circuit Court was impermissibly motivated in its treatment of petitioner.
5. Whether petitioner was deprived of due process of law because of the lawyer conspiracy.

TABLE OF CONTENTS

	Page
Questions Presented	1
Petition	5
Opinions Below	6
Jurisdiction	6
Constitutional and Statutory Provisions Involved	6
Statement of the Case	6
Reasons for Granting Review	13

I

To prevent the further damage to the many innocent citizens who will attempt to preserve their rights by standing up for themselves in courts dominated by lawyers.

II

To prevent the appearance that discrimination in the courts of law is condoned in any way.

III

To firmly establish this Court's protection of the citizen's right to prosecute his own case in a civil action and to receive fair and equal treatment by the courts in the process, or to proclaim that the right does not exist, that justice may be procured only through lawyers.

IV

To redress the wrong done to petitioner by the Massachusetts courts.

V

Failure to grant the review can only be interpreted to mean that lawyers have a license to use the courts to conspire to defraud any citizen of his property, and that the citizen who cannot afford (or find) a competent lawyer to represent him may just as well stay home and let the courts do whatever the lawyers tell them to do, for said citizen is without protection against them.

Conclusion	14
Appendix	15

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PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATE COURT OF APPEALS FOR THE FIRST CIRCUIT

Petitioner, George C. Christian, respectfully prays that a writ of certiorari issue to review the judgment of the Unites States Court of Appeals for the First Circuit, entered in these proceedings on June 30, 1982.

OPINIONS BELOW

The denial for a rehearing from the Court of Appeals for the First Circuit is reproduced in Appendix (last page of petition). Issues sought to be raised in the courts below have never been heard on the merits.

Denial of due process has been consistent and without justification.

JURISDICTION

This Court's jurisdiction is invoked under 28 U.S.C. ss1254(1).

Jurisdiction of the court below was invoked under the First, Fifth and Fourteenth Amendments to the Constitution of the United States, 28 U.S.C. ss1343 and 1654, 42 U.S.C. ss 1983, and the pendent jurisdiction of that court.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

1. United States Constitution.
2. The Fifth Amendment (in relevant part): "No person shall be . . . deprived of life, liberty, or property, without due process of law. . . ."
3. 28 U.S.C. ss1654.
4. Federal Rules of Civil Procedure.
5. Rules of Civil Procedure for the Commonwealth of Massachusetts.
6. Dozens of Massachusetts cases and statutes all supporting petitioners cause and all properly belonging in a brief.

STATEMENT OF THE CASE

In 1973, George C. Christian, a citizen of the Commonwealth of Massachusetts, sold land that he owned in the town of Bernardston,

Massachusetts, Franklin County, to defendant Lawrence Giard, also a citizen of Massachusetts, with a one-year option to repurchase the lot on which Christian's house and home stood.

The house in question was an antique colonial cape that Christian bought four years before and upon which he did extensive renovation work. Christian, his wife, and his three elementary school-aged children made it their home for three years preceding the option agreement in question.

Christian performed extensive work on the house during the option period as well and made it clear to all parties concerned that his intention was to exercise his option.

Two months before the option period was to expire, Christian obtained approval on a GI mortgage from the Franklin County Savings Institution in said Franklin County. Christian had never before used his GI mortgage benefit. Everything was set and plenty of time had been allowed to obtain financing for the repurchase of his home.

Christian informed his attorney, Stan Cummings of Greenfield, of his mortgage approval. Two days later, the bank notified Christian that they had withdrawn his GI mortgage loan approval. The following day, the bank officer responsible for the withdrawal of the mortgage approval indicated to Christian that he was a friend and neighbor of Giard and would take care of him.

The Franklin County Savings Institution was a major source of mortgage money and at the time practically the only source. This, plus the question of being refused by one's own bank did not make obtaining financing from other

institutions very easy. All of that notwithstanding, Christian did come up with the money to repurchase his home.

Stan Cummings was Christian's original attorney, but Cummings also represented Giard throughout the transaction in question, including drawing up the option agreement, and right up until it came time for the exercise of the option, when Cummings refused to give Christian advice out of fear of ending up in conflict of interest, in which conflict he obviously already was, particularly since he had long since been aware that Giard was an unwilling party to the contract, so that Cummings became a mere witness to the exercise ceremony.

Christian then sought the help of attorney Ed Shea, also of Greenfield, once he observed that Cummings seemed to be working more for Giard than for Christian, his original client.

Lawrence Giard continued to receive counsel from his own attorney and cousin, attorney David Giard, from whom he had been receiving advice and counsel all along and in secret.

Shea was too busy to be at the exercise ceremony in Cummings office, but on two separate occasions, both within the period of the option, Christian tendered the purchase price and showed himself ready, willing and able to purchase the property, and thereby, according to law, successfully exercised the option causing it to ripen into a purchase and sale contract that could be performed within a reasonable period of time.

Giard refused to honor his contract, and Christian brought suit seeking court enforcement of the contract.

As it turned out, Shea was again too busy to handle the civil action and so he handed the case to his young associate, attorney Jack Curtiss.

Curtiss did not offer one single solitary law in support of Christian's cause. This in view of the fact that Christian was himself able to find cases and statutes that supported his case within a few hours after it became time for him to do so later, even though he had not been up until then versed in the law. Examples:

1. An option in a lease agreement is a unilateral contract wherein the lessor holds open an offer for a period of time, and once the lessee accepts that offer, the option agreement ripens into a bilateral purchase and sale contract.

2. Because of the concurrent conditions of performance of this option agreement, no tender of the purchase price is required. The law does not require useless ceremony. There is no requirement of notice in the option agreement. The option is exercised by simple acceptance of its terms during the term of the lease.

3. The purchase and sale contract that ripened out of the exercise of the option agreement could have been consummated within a reasonably period of time because time was not made of the essence of the purchase and sale contract that was to ripen out of the exercise of the option.

4. Courts will interpret a contract to make it valid and enforceable.

5. Renunciation of an agreement by declaration or inconsistent conduct excuses the other party from making ready for performance. Where the other party is unwilling to perform, no tender is required. The law does not require useless ceremony.

6. Unless tenderee refuses a check for the purchase price on the express grounds that it is not in legal tender, then a valid and binding tender has been made. The strict rules for tender at law are not applicable to tender in equity. Equity looks upon that as done which ought to have been done.

7. An offer of performance is as binding in an option agreement as is a tender. Having a mortgage accepted by a bank is being in a position to pay purchase price and therefore in a position to show oneself to be ready, willing and able. One party cannot place the other in default without having tendered or offered performance on his part.

8. Time is reckoned by excluding the day of the event or act.

9. Performance of contract to convey land is usually granted where plaintiff was conscientious in preserving his rights unless the defendant can show substantial equitable basis for denial.

Curtiss in fact agreed with Giard's choice of precedent case law and its interpretation, even though it was totally unrelated to the facts of this case.

Why such a case was brought into a Probate Court in the first place, where a Probate Court judge does not normally hear such law, raises questions of its own. That day in court, the judge heard only Giard law. Whether Curtiss was totally incompetent or in fact worked with Giard will probably never be known for certain, but it will always remain suspect.

The most important fact established in that hearing in Probate Court was that Christian did in fact come up with the money that made his tender valid, even though, by law, that was not necessary, yet Curtiss made no use of that fact, nor indeed did he indicate any cognizance of its significance.

Needless to say, Curtiss lost Christian's case, and therefore his home.

Curtiss had already been paid six hundred dollars for his afternoon in court, but then demanded an additional four hundred dollars afterwards, though it is hard to imagine why. He furthermore refused to appeal the Probate Court decision for less than four thousand dollars.

Christian's question was: What could Curtiss say on appeal that he could not have said in the Probate Court had he either known enough to or have been willing enough to.

Curtiss did file a notice of appeal and obtained a stay pending that appeal, which gave Christian time to seek another attorney, which search ended unsuccessfully because of Curtiss's interference, which left Christian little else to do

but to proceed on his own, or give up his rights.

Christian was able to keep himself and his family in their own home during the appeal.

From that point at which Christian began to prosecute his own case, every judge in every court in the Commonwealth of Massachusetts refused him fair and impartial treatment, starting with Judge Keedy in the Probate Court, who was openly prejudiced, on through to Judge Freedman of the Federal Court, First Circuit, sitting in Springfield, each of whom broke rules and twisted facts and laws consistently to protect and take care of their own.

Judge Keedy listened only to Giard law and when he finally ordered Christian and his family out of their home, he gave them only 24 hours to get out, because that was what Giard told him to do.

Giard kept telling Keedy that he had no right to grant relief from judgment, that Christian had been represented by counsel, and that made the judgment valid and final, regardless of the laws or the facts. (Having a lawyer in this case was a liability.)

A long series of motions, actions and appeals began, raising new issues, new facts, new evidence, new applicable laws, seeking relief from judgment, seeking to bring the truth forward, each step increasing the complexity, each step increasing the complicity of the lawyers and lawyer judges involved, as each became more and more blatant in their zeal to cover up and to protect their brothers at law -- their own.

As a consequence, the case developed a long history that could only be covered properly in a brief.

It is hard to perceive the conduct of the courts and their officers as being anything other than a conspiracy against citizens who are not members of the bar who attempt to prosecute their own case in a civil action, nor is it easy to understand why any one of the courts did not review the case instead of running it out arbitrarily, as if the problem would go away on its own, as if there were no problem.

The Massachusetts courts were given every opportunity in the world to correct the wrong presented to them for redress.

Inherent in the law itself lies the tools for doing justice, what lacks is the will to do it. If the lawyers cannot control themselves and this Court will not, then who will? How far will they be allowed to go?

REASONS FOR GRANTING REVIEW

1. To save the many citizens who prosecute their own cases in civil actions from suffering the sever mental and property damage created by the lawyer conspiracy that acts to preclude the fair and equal treatment that they are being led to believe is their right.

2. Either this court must assert its willingness to protect the right of a citizen to stand up for himself in a court of law and to receive equal treatment while protecting his rights, or it must declare that free and open access to the courts of law does not exist except through lawyers, who decide what his rights are, if any.

Until a citizen is put on notice that he may not receive a fair and impartial treatment in the courts, that citizen has the right to expect that fair and equal treatment. This case may serve as that notice.

3. If the lawyer conspiracy cannot be eliminate, then lawyers must be made available to all citizens in need of legal services, else this court will have declared the constitutional right to equal justice under the law to be invalid.

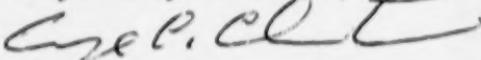
4. To redress the wrong done to petitioner by the Massachusetts courts.

5. Failure of this Court to review this case means that Massachusetts lawyers can use the court system to conspire to deprive any citizen of his property with impunity, and this Court will protect his right to do so.

CONCLUSION

For these reasons, a writ of certiorari should issue to review the judgment of the First Circuit.

Respectfully submitted,



George C. Christian,
Pro Se Petitioner

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Shelburne Falls, MA 01370

September 12, 1982

APPENDIX

UNITED STATES COURT OF APPEALS
FOR THE FIRST CIRCUIT

No. 81-1519.

GEORGE C. CHRISTIAN,
Plaintiff, Appellant,

v.

COMMONWEALTH OF MASSACHUSETTS, ET AL.,
Defendants, appellees.

Before COFFIN, Chief Judge,
BOWNES and BREYER, Circuit Judges.

ORDER OF COURT

Entered: June 21, 1982

It is ordered that the petition for rehearing
filed in this Court on June 14, 1982 be, and
at the same hereby is, denied.

By the Court:

/s/ DANA H. GALLUP
Clerk.

[cc: Messrs. Christian, Giard, Dibble and
Bellotti]